



CHICAGO TITLE COMPANY

590 Ygnacio Valley Road, Suite 300, Walnut Creek, California 94596, Phone: (925) 974-4700, Fax: (925) 974-4814

IMPORTANT NOTICE TO OUR CUSTOMERS

REGARDING: OUR TITLE ONLY ORDER NUMBER: 152586

WE HAVE BEEN REQUESTED TO OPEN A TITLE ONLY ORDER FOR THE REAL PROPERTY IN THE COUNTY OF Alameda UNDER THE ABOVE NUMBER, HOWEVER, WE ARE NOT THE ESCROW HOLDER ON THIS TITLE ONLY ORDER.

FOR ESCROW SERVICE, PLEASE CONTACT THE FOLLOWING COMPANY:

COMPANY: Alameda Federal Center

ESCROW OFFICER: Javad Soltani

ADDRESS: 450 Golden Gate Ave., 3rd Floor, San Francisco, California
94102

ESCROW NUMBER: APN 74-1305-26/ 74-1328-34 PHONE NUMBER: (415) 522-3493

PLEASE BE SURE YOU DIRECT ALL ESCROW CORRESPONDENCE AND/OR LOAN DOCUMENTS TO THE OFFICE SHOWN AS ESCROW HOLDER (NOT TO CHICAGO TITLE COMPANY)

FOR TITLE ONLY CORRESPONDENCE, PLEASE CONTACT:

Phone(925) 974-4700 - Fax(925) 974-4814/4819

ALAMEDA:

Title Officer(Commercial):	Daryl Paulson	Ext. 4772
Title Assistant:	Debbie Martinez	Ext. 4882
Title Officer(Residential):	Robin Rose	Ext. 4733

SAN FRANCISCO:

Title Officer(Commercial):	Brad Schabert	Ext. 4763
Title Officer(Residential):	Robin Rose	Ext. 4733
Title Assistant:	Gina Swicegood	Ext. 4725

CONTRA COSTA:

Title Officer(Commercial):	Brad Schabert	Ext. 4763
Title Officer(Commercial):	Cynthia Riggs	Ext. 4775
Title Officer(Residential):	Robin Rose	Ext. 4733
Title Assistant:	Gina Swicegood	Ext. 4725

SAN MATEO:

Title Officer(Commercial):	Brad Schabert/Cynthia Riggs	Ext. 4763/4775
Title Officer(Residential):	Robin Rose	Ext. 4733
Title Assistant:	Amy Anderson	Ext. 4762

WIRE INSTRUCTIONS:

PLEASE CONTACT THE APPROPRIATE PARTY FOR WIRE INSTRUCTIONS.

THANK YOU FOR YOUR ATTENTION TO THIS NOTICE

REPRESENTING

CHICAGO TITLE INSURANCE COMPANY



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

FIRST UPDATED

Dated as of: May 15, 2003

at 5:00 PM

Reference: APN 74-1305-26/ 74-1328-34

Order No.: 152586 - DLP

Regarding: 620 Central Avenue
Alameda, California

CHICAGO TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

American Land Title Association Loan Standard or Extended Coverage Policy

Visit Us On The Web: westerndivision.ctt.com

Title Department:

CHICAGO TITLE COMPANY
590 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596
(925)974-4700

Daryl L. Paulson
TITLE OFFICER



Escrow Location:

Alameda Federal Center
450 Golden Gate Ave., 3rd Floor
San Francisco, California 94102
(415)522-3493 fax:
Javad Soltani
ESCROW OFFICER

SCHEDULE A

Order No: 152586 DLP

Your Ref: APN 74-1305-26/ 74-1328-34

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCELS 1 AND 3; AN EASEMENT AS TO PARCEL 2

2. Title to said estate or interest at the date hereof is vested in:

UNITED STATES OF AMERICA

3. The land referred to in this report is situated in the State of California, County of Alameda and is described as follows:

SEE ATTACHED DESCRIPTION

DESCRIPTION

CITY OF ALAMEDA

PARCEL 1:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF CENTRAL AVENUE WITH THE DIRECT PRODUCTION SOUTHERLY OF THE WESTERN LINE OF WEBSTER STREET, 80 FEET WIDE; RUN THENCE ALONG SAID SOUTHERN LINE, SOUTH 88° 25' EAST, 319 FEET, 2 INCHES; THENCE SOUTH 1° 35' WEST, 160 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; RUNNING THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 88° 25' WEST, 75 FEET; THENCE NORTH 1° 35' EAST, 16 FEET; THENCE NORTH 88° 25' WEST, 164 FEET, 2 INCHES; THENCE NORTH 1° 35' EAST, 10 FEET; THENCE NORTH 88° 25' WEST, 511.80 FEET TO A LINE DRAWN SOUTH 1° 35' WEST FROM A POINT ON SAID LINE OF CENTRAL AVENUE, DISTANT THEREON SOUTH 88° 25' EAST, 284 FEET FROM THE DIRECT EXTENSION SOUTHERLY OF THE CENTER LINE OF 6TH STREET, 60 FEET WIDE; THENCE SOUTH 1° 35' WEST, 51 FEET; THENCE NORTH 88° 25' WEST, 264.93 FEET TO A LINE DRAWN SOUTH FROM POST 290 IN THE LINE OF ORDINARY HIGH TIDE, AS SHOWN ON "MAP NO. 2 OF SALT MARSH AND TIDE LANDS SITUATED IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA", ON FILE IN THE OFFICE OF THE DEPARTMENT OF FINANCE, STATE LANDS COMMISSION (FORMERLY THE OFFICE OF THE SURVEYOR GENERAL) OF THE STATE OF CALIFORNIA; THENCE SOUTH 296.36 FEET; THENCE WEST 182.82 FEET TO A POINT DISTANT 7.23 CHAINS EAST AND 10 CHAINS SOUTH OF A GRANITE MONUMENT SET AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 10 AND 11 IN TOWNSHIP 2 SOUTH, RANGE 4 WEST, M.D.B. & M.; THENCE SOUTH 10 CHAINS; THENCE WEST 7.23 CHAINS TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID WEST LINE, NORTH 15.55 CHAINS TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID WEST LINE, NORTH 15.55 CHAINS TO THE SHORE LINE OF SAN FRANCISCO BAY AT ORDINARY HIGH TIDE, DISTANT ON THE LINE BETWEEN SAID SECTIONS 10 AND 11, SOUTH 4.45 CHAINS FROM SAID GRANITE MONUMENT; THENCE ALONG SAID SHORE LINE, SOUTH 82° WEST, 5.49 CHAINS; THENCE ACROSS TIDE LANDS, SOUTH 4.81 CHAINS; THENCE WEST 4.47 CHAINS; THENCE SOUTH 17.36 CHAINS TO THE NORTHERN LINE OF ALAMEDA BASIN, AS SAID LINE IS SHOWN ON "SALE MAP NO. 10", HEREINAFTER REFERRED TO; THENCE ALONG THE LAST NAMED LINE, SOUTH 54° 51' EAST, 44.19 CHAINS TO THE MOST SOUTHERN CORNER OF LOT 6 IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 WEST, M.D.B. & M., AS SAID LOT IS SHOWN ON "SALE MAP NO. 10 OF SALT MARSH AND TIDELANDS, SITUATED IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA", ETC., FILED JUNE 9, 1888, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE NORTH 1995.96 FEET TO A POINT DISTANT NORTH 270.72 FEET FROM THE SOUTHEASTERN CORNER OF LOT 22 IN SAID SECTION 11; THENCE WEST 126.60 FEET; THENCE NORTH 180.04 FEET; THENCE NORTH 89° 19' WEST, 202 FEET; THENCE NORTH 181.73 FEET; THENCE NORTH 67° 45' WEST, 27.01 FEET; THENCE NORTH 22° 15' EAST, 42.05 FEET TO A LINE DRAWN SOUTH 1° 35' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 1° 35' EAST, 269.92 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF THE AUGHINBAUGH 223 ACRE TRACT (SO-CALLED) AND A TRACT OF TIDE LANDS DESIGNATED AS LOTS 25, 26 AND 27 AND A PORTION OF LOTS 22, 23 AND 24 IN SECTION 11, AND LOT 6 IN SECTION 14, ALL IN TOWNSHIP 2 SOUTH, RANGE 4 WEST, M.D.B. & M., AS SAID LOTS ARE SHOWN ON "SALE MAP NO. 10 OF SALT MARSH AND TIDE LANDS, SITUATED IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA" - FILED JUNE 9, 1888, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; AND LOT 32 AND A PORTION OF LOT 17 IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, M.D.B. & M., AS ALL SAID LOTS ARE SHOWN ON "MAP NO. 2 OF SALT MARSH AND TIDELANDS, SITUATED IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA", ON FILE IN THE OFFICE OF THE DEPARTMENT OF FINANCE, STATE LANDS COMMISSION (FORMERLY THE OFFICE OF THE SURVEYOR GENERAL) OF THE STATE OF CALIFORNIA.

DESCRIPTION

EXCEPTING THEREFROM, THAT PORTION DESCRIBED IN THE DEEDS TO STATE OF CALIFORNIA, RECORDED DECEMBER 14, 1961, REEL 474, IMAGE 203, OFFICIAL RECORDS, AND MAY 20, 1969, REEL 2405, IMAGE 896, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF PARCEL 2 IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 14, 1961, REEL 474, IMAGE 203, OFFICIAL RECORDS, AND MAY 20, 1969, REEL 2405, IMAGE 896, OFFICIAL RECORDS.

PARCEL 2:

NON-EXCLUSIVE RIGHT TO USE FOR STREET PURPOSES, OVER THE FOLLOWING PARCEL:

THAT PORTION OF TIDELAND LOT 23, SEC. 11 AND THAT PORTION OF UPLAND IN SEC. 11, T.2 S., R. 4 W., M.D.M., ALAMEDA COUNTY, CALIFORNIA, AS SAID LOT AND SECTION ARE SHOWN ON "MAP NO. 2 OF SALT MARSH AND TIDELANDS, SITUATE IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, 1871", FILED IN THE OFFICE OF THE DEPARTMENT OF FINANCE, STATE LANDS COMMISSION, KNOWN AS MC KAY AVENUE, 60 FEET WIDE, THE BOUNDARIES OF WHICH BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 23, DISTANT THEREON SOUTH 88° 57' 42" EAST, 662.94 FEET FROM THE SOUTHWEST CORNER OF LOT 24; THENCE NORTH 02° 49' 16" EAST, 132.88 FEET; THENCE SOUTH 87° 09' 06" EAST, 220.12 FEET TO THE WEST LINE OF SAID MC KAY AVENUE AND THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, ALONG SAID WEST LINE, NORTH 02° 50' 56" EAST, 817.20 FEET; THENCE NORTH 87° 09' 04" WEST, 17.00 FEET; NORTH 02° 50' 56" EAST, 51.00 FEET; SOUTH 87° 09' 04" EAST, 17.00 FEET; NORTH 02° 50' 56" EAST, 140.30 FEET TO THE SOUTH LINE OF CENTRAL AVENUE IN THE CITY OF ALAMEDA; THENCE SOUTH 87° 09' 04" EAST ALONG SAID AVENUE, A DISTANCE OF 60.00 FEET TO THE EAST LINE OF MC KAY AVENUE; THENCE SOUTH 02° 50' 56" WEST ALONG SAID EAST LINE, A DISTANCE OF 1008.50 FEET; THENCE NORTH 87° 09' 06" WEST, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF PARCEL 1, AS SAID PARCEL IS DESCRIBED IN THE FINAL JUDGMENT OF THE DECLARATION OF TAKING DONE JUNE 5, 1944 AND RECORDED SEPTEMBER 18, 1944, AT PAGE 384, BOOK 4595, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERN LINE OF CENTRAL AVENUE WITH THE DIRECT PRODUCTION SOUTHERLY OF THE EASTERN LINE OF WEBSTER STREET, 80 FEET WIDE; THENCE SOUTH 1° 35' WEST, 134.0 FEET TO A POINT; THENCE NORTH 88° 25' WEST, 434.80 FEET TO POINT OF BEGINNING; THENCE SOUTH 1° 35' WEST, 60.0 FEET TO A POINT; THENCE SOUTH 88° 25' EAST, 40.0 FEET TO A POINT; THENCE NORTH 1° 35' EAST, 60.0 FEET TO A POINT; THENCE NORTH 88° 25' WEST, 40.0 FEET TO POINT OF BEGINNING.

SCHEDULE B

Page 1

Order No: 152586 DLP

Your Ref: APN 74-1305-26/ 74-1328-34

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

- A 1. County and city taxes for the Fiscal Year 2003 - 2004, a lien not yet due or payable.
- B 2. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5, Revenue and Taxation Code, Sections 75 et seq.
- C 3. Easement, upon the terms, covenants and conditions thereof, for the purposes stated herein and incidental purposes created in that certain instrument
Recorded : OCTOBER 19, 1932, BOOK 2860, PAGE 360, OFFICIAL RECORDS
Granted to : COUNTY OF ALAMEDA
Purpose : STORM SEWER
Affects : A PORTION OF SAID LAND
- D 4. Easement, upon the terms, covenants and conditions thereof, for the purposes stated herein and incidental purposes created in that certain instrument
Recorded : FEBRUARY 20, 1940, BOOK 3892, PAGE 98, OFFICIAL RECORDS
Granted to : LARS SVENDSGAARD, ET UX
Purpose : DRIVEWAY AND PEDESTRIAN PURPOSES
Affects : A PORTION OF SAID LAND
- E 5. Easement, upon the terms, covenants and conditions thereof, for the purposes stated herein and incidental purposes created in that certain instrument
Recorded : MAY 2, 1940, BOOK 3906, PAGE 270, OFFICIAL RECORDS
Granted to : J. ADRIAN PALMQUIST
Purpose : DRIVEWAY AND PEDESTRIAN PURPOSES
Affects : A PORTION OF SAID LAND
- K 6. Easement, upon the terms, covenants and conditions thereof, for the purposes stated herein and incidental purposes created in that certain instrument
Recorded : JANUARY 17, 1961, REEL 246, IMAGE 960, SERIES NO. AS-6759, OFFICIAL RECORDS
Granted to : MORRISON BROTHERS IMPROVEMENT COMPANY, A CO-PARTNERSHIP CONSISTING OF DEAN MORRISON, GENERAL PARTNER, HUNTER H. MORRISON, GENERAL

SCHEDULE B
(continued)

Order No: 152586

DLP

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PARTNER, C. G. MORRISON, LIMITED PARTNER, AND AURA
B. MORRISON, LIMITED PARTNER

Purpose : STREET PURPOSES
Affects : PARCEL 2

F 7. Rights and easements for commerce, navigation and fisheries.

G 8. Terms, conditions and provisions of Ordinance No. 2559, N.S., approving and adopting the Community Improvement Plan for the Business and Waterfront Improvement Project, as evidenced by the Notice recorded JUNE 21, 1991, SERIES NO. 91-161219, OFFICIAL RECORDS.

H NOTE:

According to the Public Records, no Deed conveying the property described in this Report has been recorded within a period of two years prior to the date of this Report, except as shown herein:

None

I CW/kh
05/05/03
CW/kh - Update
06/04/03

**SCHEDULE B
(continued)**

Order No: 152586

DLP

Your Ref: APN 74-1305-26/ 74-1328-34

CREDITORS' RIGHTS NOTE

NOTE: If a 1970 ALTA Owner's or Lender's or 1975 ALTA Leasehold Owner's or Lender's policy form has been requested, the policy, when approved for issuance, will be endorsed to add the following to the Exclusions From Coverage contained therein:

Loan Policy Exclusion:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

Owner's Policy Exclusion:

Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE

The land referred to in this Preliminary Report was identified in the order application only by street address or assessor's parcel number. This land has been located on the attached map. The use of a street address or assessor's parcel number creates an uncertainty as to the correct legal description for the land involved in your transaction. Please review the map. Is the correct land located on the map? If your transaction involves other land or more land or less land than that located on the map you should immediately advise your title officer or escrow officer.

CHICAGO TITLE INSURANCE COMPANY
Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectation of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- * From applications or other forms we receive from you or your authorized representative;
- * From your transactions with, or from the services being performed by, us, our affiliates, or others;
- * From our internet web sites;
- * From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- * From consumer or other reporting agencies.

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- * to agents, brokers or representatives to provide you with services you have requested;
- * to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- * to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the ability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation. This includes building and zoning ordinances and also laws and regulations concerning:

land use	land division
improvement on the land	environmental protection

This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specially described and referred to in item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

EXCEPTIONS FROM COVERAGE

In addition to the Exceptions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Someone claiming an interest in your land by reason of:
 - A. Easements not shown in the public records
 - B. Boundary disputes not shown in the public records
 - C. Improvements owned by your neighbor placed on your land
2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Unit, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:
 - A. The forced removal of any Additional Dwelling Unit, or,
 - B. The forced conversion of any Additional Dwelling Unit back to its original use,

if said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	c. Land use	e. Land division
b. zoning	d. improvements on the Land	f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17, or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value of Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ASSESSOR'S MAP 74

Map No.2 of Salt Marsh and Tide Lands (Case 1 Dr.6-25) Code Area Nos. 000 21-004

Sale Map No.10 of Salt Marsh and Tide Lands (Bk.17-Pg.30)

Plat of the Encinal San Antonio (Bk. A deeds-Pg.152)

Map of the Lands of the Teutonia Park and Homestead Association (Bk.5-Pg.5)

Map of Damon's West End Tract (Bk.2-Pg.18)

1305

Scale: 1" = 200'

"Important: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and NOT to guarantee any dimensions, distances, bearings, or acreage."

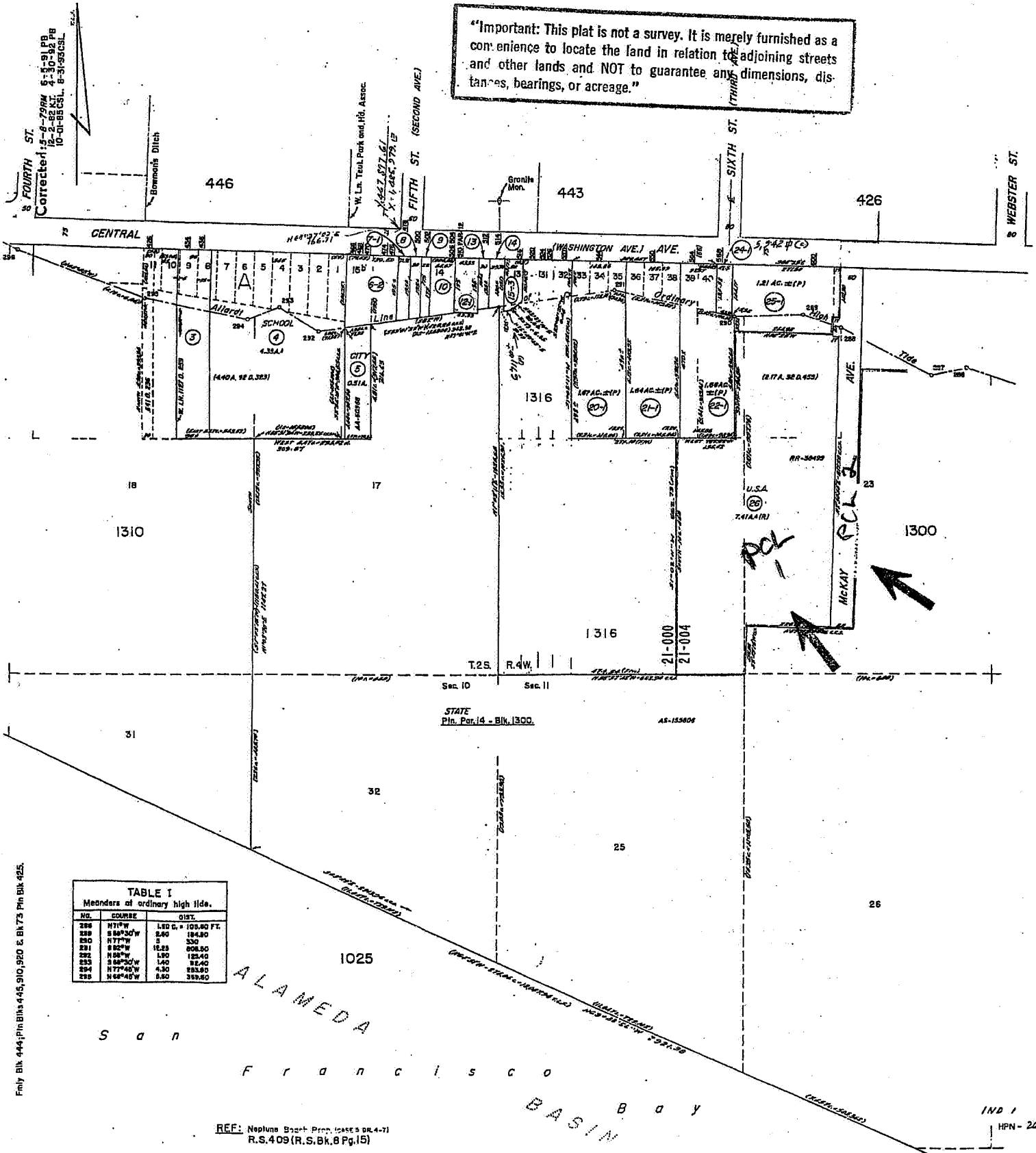


TABLE I
Meanders of ordinary high tide.

NO.	COURSE	DIST.
288	N71°W	180.00
289	S89°30'W	240.00
290	N77°W	330.00
291	S82°W	102.00
292	N58°W	190.00
293	S68°30'W	140.00
294	N77°40'W	430.00
295	N68°40'W	550.00

ALAMEDA

F r a n c i s c o

B a s i n

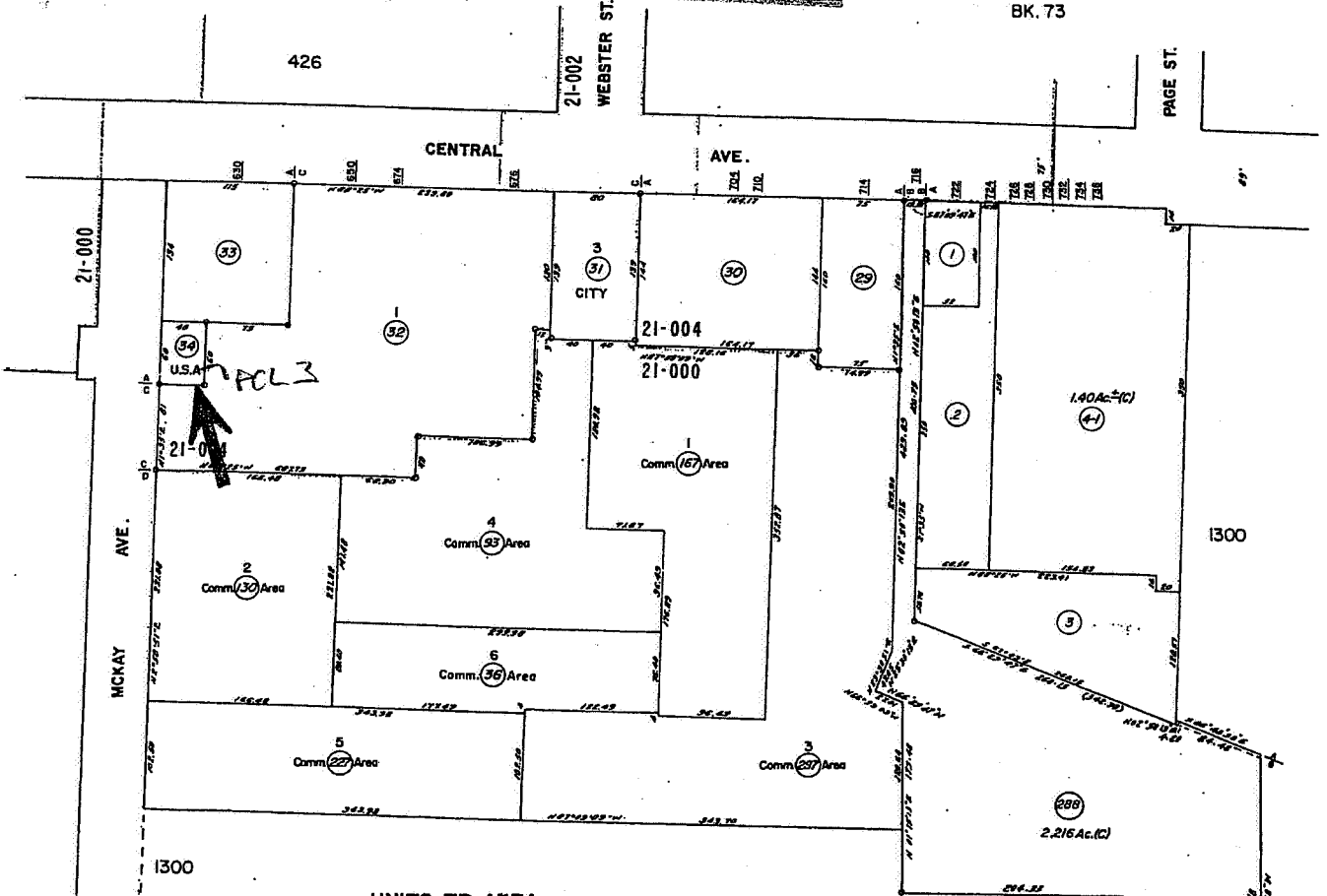
ASSESSOR'S MAP 74

Code Area Nos. 21-000 21-002 21-004

1328
SCALE: 1" = 100'

- (A) PLAT OF THE ENCINAL SAN ANTONIO A deeds/152
(B) TR. 5049 134/78
(C) P.M. 209 47/112
(D) TR. 4374 123/34

"Important: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and NOT to guarantee any dimensions, distances, bearings, or acreage."



UNITS TR. 4374

Lot 1 Webster St.	57 A202	74 A300	91 A317	108 B202	125 B307	142 C111	159 C304	176 D108	193 D206	210 D303	227 E117	244 E214	261 E311
Lot 2 Webster St.	58 A203	75 A301	92 A318	109 B203	126 B308	143 C200	160 C305	177 D109	194 D207	211 D304	228 E118	245 E215	262 E312
Lot 3 Webster St.	59 A204	76 A302	93 A319	110 B204	127 B309	144 C201	161 C306	178 D110	195 D208	212 D305	229 E119	246 E216	263 E313
Lot 4 Webster St.	60 A205	77 A303	94 A320	111 B205	128 B310	145 C202	162 C307	179 D111	196 D209	213 D306	230 E120	247 E217	264 E314
Lot 5 Webster St.	61 A206	78 A304	95 A321	112 B206	129 B311	146 C203	163 C308	180 D113	197 D210	214 D307	231 E121	248 E218	265 E315
Lot 6 Webster St.	62 A207	79 A305	96 A322	113 B207	130 B312	147 C204	164 C309	181 D114	198 D211	215 D308	232 E122	249 E219	266 E316
Lot 7 Webster St.	63 A208	80 A306	97 A323	114 B208	131 B313	148 C205	165 C310	182 D115	199 D212	216 D309	233 E123	250 E220	267 E317
Lot 8 Webster St.	64 A209	81 A307	98 A324	115 B209	132 B314	149 C206	166 C311	183 D116	200 D213	217 D310	234 E124	251 E221	268 E318
Lot 9 Webster St.	65 A210	82 A308	99 A325	116 B210	133 B315	150 C207	167 C312	184 D117	201 D214	218 D311	235 E125	252 E222	269 E319
Lot 10 Webster St.	66 A211	83 A309	100 A326	117 B211	134 B316	151 C208	168 C313	185 D118	202 D215	219 D312	236 E126	253 E223	270 E320
Lot 11 Webster St.	67 A212	84 A310	101 A327	118 B212	135 B317	152 C209	169 C314	186 D119	203 D216	220 D313	237 E127	254 E224	271 E321
Lot 12 Webster St.	68 A213	85 A311	102 A328	119 B213	136 B318	153 C210	170 C315	187 D120	204 D217	221 D314	238 E128	255 E225	272 E322
Lot 13 Webster St.	69 A214	86 A312	103 A329	120 B214	137 B319	154 C211	171 C316	188 D121	205 D218	222 D315	239 E129	256 E226	273 E323
Lot 14 Webster St.	70 A215	87 A313	104 A330	121 B215	138 B320	155 C212	172 C317	189 D122	206 D219	223 D316	240 E130	257 E227	274 E324
Lot 15 Webster St.	71 A216	88 A314	105 A331	122 B216	139 B321	156 C213	173 C318	190 D123	207 D220	224 D317	241 E131	258 E228	275 E325
Lot 16 Webster St.	72 A217	89 A315	106 A332	123 B217	140 B322	157 C214	174 C319	191 D124	208 D221	225 D318	242 E132	259 E229	276 E326
Lot 17 Webster St.	73 A218	90 A316	107 A333	124 B218	141 B323	158 C215	175 C320	192 D125	209 D222	226 D319	243 E133	260 E230	277 E327

REVISED: 3-13-81 SY
5-21-82 DD
1-19-83 MT
4-2-84 RG
5-15-85 JCR
6-5-91 PB
4-30-92 PB

FORMERLY: POR BLK. 1300

U. S. Maritime Training Station
Alameda, California
C-Calif-603
(State of California)

CORRECTED QUITCLAIM DEED

THIS INDENTURE, made the 9th day of April 1969 between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, the Surplus Property Act of 1944 (58 Stat. 765), as amended, more particularly by Public Law 616, 80th Congress, approved June 10, 1948, and regulations and orders promulgated thereunder, Party of the First Part, and the STATE OF CALIFORNIA, Party of the Second Part,

WITNESSETH: THAT WHEREAS, Party of the First Part executed and delivered to Party of the Second Part, for good and valuable consideration, a certain Quitclaim Deed dated the 15th day of August 1961 conveying Party of the First Part's interest in and to certain property located and situate in the County of Alameda, State of California, which deed was duly recorded on Reel 474, Image 203, Official Records of Alameda County, California, on the 14th day of December 1961; and

WHEREAS, by mistake, Party of the First Part described the land in said deed as follows:

All that land situate in the County of Alameda, State of California, described as follows:

PARCEL I

That portion of Salt Marsh and Tide lands as said lands are shown on map prepared by order of the Board of Tideland Commissioners for San Francisco Bay approved November 27, 1871 and filed in the office of the Department of Finance, State Lands Commission (formerly the office of the Surveyor General) entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California."

Said portion of said lands being comprised of Tideland Lots 25, 26, 27, parts of Lots 22 and 23 in Sec. 11, Lot 6 in Sec. 14, Lot 32 and part of Lot 17 in Sec. 10 all in T. 2 S., R. 4 W., M.D.M. lying within the following described boundaries.

BEGINNING at the S.E. corner of said Lot 6, on the Northerly boundary of Alameda Basin as per said map, from which the S.W. corner of Tract 1898, as said S.W. corner is shown on map entitled "South Shore Unit No. 2 May, 1958" and recorded in Book 38, records of Alameda County at pages 89 to 92, bears South 63° 48' 58" East 1066.20 feet. THENCE from said point of beginning along the East line of Lots 6, 27 and 22, North 01° 02' 18" East 1992.22 feet; thence leaving said line and following the line of an existing barbed wire and picket fence, North 88° 51' 29" West 130.26 feet; North 01° 10' 15" East 164.93 feet; North 44° 18' 41" West 21.77 feet; North 88° 09' 38" West 186.32 feet; North 01° 36' 56" East 62.42 feet to

CONFORMED
COPY

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the Southeast corner of the lands described in that certain quitclaim deed from the United States of America to the Morrison Brothers Improvement Company recorded January 17, 1961 as document AS 6759 in Reel 246, at image 960, official records of said county.

Thence leaving said fence line, along the Southerly line of said lands, North $87^{\circ} 09' 04''$ West 687.72 feet to the Southwesterly corner thereof and the East line of McKay Avenue 60 feet wide; thence along said East line of McKay Avenue, South $02^{\circ} 50' 56''$ West 409.09 feet to the South line of Gardner Drive; thence along the South line of Gardner Drive North $87^{\circ} 09' 06''$ West 280.12 feet to the East line of Richardson Avenue; thence along the East line of Richardson Avenue, South $02^{\circ} 49' 16''$ West 132.88 feet to the North line of Tideland Lot 26; thence North $88^{\circ} 57' 42''$ West 662.94 feet to the S. E. Corner of Tideland Lot 17; thence North $01^{\circ} 02' 11''$ East along the East line of said Lot 17, a distance of 1026.55 feet to the N. E. corner of said Lot 17 on the ordinary high tide line of Alameda Basin; thence South $83^{\circ} 01' 22''$ West along the North line of said Lot 17 on the high tide line, 420.26 feet to the lands of Alameda Unified School District as said lands are described in Volume 7106, Page 463 and Volume 7204, Page 539, Official Records of said County; thence along said lands, South $02^{\circ} 54' 15''$ West 306.55 feet; North $88^{\circ} 51' 24''$ West 233.26 feet to the West line of Lot 17; thence along the West line of Lots 17 and 32, South $01^{\circ} 02' 18''$ West 1150.41 feet to the Northerly boundary of Alameda Basin; thence along said boundary, South $63^{\circ} 49' 00''$ East 2913.96 feet to the point of beginning.

PARCEL II (McKay Avenue)

That portion of Tideland Lot 23, Sec. 11 and that portion of upland in Sec. 11, T. 2 S., R. 4 W., M.D.M. Alameda County, California as said lot and section are shown on "Map No. 2 of Salta Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", filed in the office of the Department of Finance, State Lands Commission, known as McKay Avenue 60 feet wide, the boundaries of which being particularly described as follows:

COMMENCING at a point on the South line of said Lot 23, distant thereon, South $88^{\circ} 57' 42''$ East 662.94 feet from the S. W. corner of Lot 24; thence North $02^{\circ} 49' 16''$ East 132.88 feet; thence South $87^{\circ} 09' 06''$ East 220.12 feet to the West line of said McKay Avenue and the True Point of Beginning: THENCE from said True Point of Beginning along said West line, North $02^{\circ} 50' 56''$ East 817.20 feet; thence North $87^{\circ} 09' 04''$ West 17.00 feet; North $02^{\circ} 50' 56''$ East 51.00 feet; South $87^{\circ} 09' 04''$ East 17.00 feet; North $02^{\circ} 50' 56''$ East 140.30 feet to the South line of Central Avenue in the City of Alameda; thence South $87^{\circ} 09' 04''$ East along said Avenue a distance of 60.00 feet to the East line of McKay Avenue; thence South $02^{\circ} 50' 56''$ West along said East line a distance of 1008.50 feet; thence North $87^{\circ} 09' 06''$ West 60.00 feet to the True Point of Beginning.

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RESERVING unto the grantor, a non-exclusive right to use for street purposes the hereinabove described Parcel 2. Also subject to the non-exclusive right to use for street purposes that portion of the hereinabove described Parcel 2 granted to the Morrison Brothers Improvement Company by the aforementioned quitclaim deed. Bearings used in this description are based on the California Coordinate System for Zone III.

Also reserving unto the grantor, the right to install, remove, replace, maintain and operate the sewer, water, gas, electrical and communications lines in, over and under said Parcel 2 as long as may be required to serve Government-owned property.

AND, WHEREAS, the sole purpose of this instrument is to correct the description of the said land in said deed;

NOW, THEREFORE, the said Party of the First Part, for and in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said Party of the Second Part, the following described property:

All that certain real property in the County of Alameda, State of California, described as follows:

PARCEL 1

A portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners for San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of Tideland Lots 25, 26, 27, parts of Lots 22 and 23 in Section 11, Lot 6 in Section 14, Lot 32 and part of Lot 17 in Section 10, all in Township 2 South, Range 4 West, M.D.M., and particularly described as follows:

BEGINNING at the southeast corner of said Lot 6, as said lot is shown on said maps, from which a concrete monument with a brass cap stamped "City of Alameda" at the southwest corner of Tract 1898, as said southwest corner is shown on a map entitled "South Shore Unit No. 2, May, 1958", and recorded in Book 38, Records of Alameda County at Pages 89 to 92, bears South 63° 48' 58" East, 1,066.20 feet;

THENCE FROM SAID POINT OF BEGINNING, along the east line of said Lots 6, 27 and 22, North 1° 02' 18" East, 1,995.96

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feet to the southeast corner of the lands described in the deed to Bruce McCollum, recorded December 12, 1950, in Book 6308, Page 576, Official Records of Alameda County, said point being distant North $1^{\circ} 02' 18''$ East, 270.72 feet (North - deed record) from the southeast corner of said Lot 22; thence leaving said line and along the southerly and westerly boundary of said lands (6308 OR 576), the following courses:

1. North $88^{\circ} 57' 42''$ West, 126.60 feet (West - deed record)
2. North $1^{\circ} 02' 18''$ East, 180.04 feet (North - deed record)
3. North $88^{\circ} 16' 42''$ West, 202.00 feet (North $89^{\circ} 19'$ West - deed record)
4. North $1^{\circ} 02' 18''$ East, 61.08 feet (North - deed record)

to the southeast corner of the lands described in the quitclaim deed from the United States of America to the Morrison Brothers Improvement Company recorded January 17, 1961, as Document #AS6759 in Reel 246, Image 960, Official Records of Alameda County; thence along the southerly line of said last mentioned lands, North $87^{\circ} 09' 47''$ West, 689.91 feet (North $88^{\circ} 25'$ West, 687.73 feet - deed record) to the southwest corner of said lands in the easterly line of McKay Avenue; thence along the easterly line of said McKay Avenue, South $2^{\circ} 50' 13''$ West, 410.74 feet to a point which bears South $87^{\circ} 09' 47''$ East from a 2" x 2" hub with L. S. Tag 2794; thence North $87^{\circ} 09' 47''$ West, 280.41 feet to a 2" x 2" hub with L. S. Tag 2794; thence South $2^{\circ} 49' 16''$ West, 132.88 feet to a 2" x 2" hub with L. S. Tag 2794 in the north line of the aforementioned Tideland Lot 26; thence along the north line of said Tideland Lots 26 and 25, North $88^{\circ} 57' 49''$ West, 662.94 feet (West - deed record) to the southeast corner of said Tideland Lot 17; thence North $1^{\circ} 02' 11''$ East, 1,026.58 feet (North 1,026.30 feet - deed record) to the northeast corner of said Lot 17; thence along the north line of said Lot 17, South $83^{\circ} 01' 22''$ West, 348.98 feet (South 82° West, 362.34 feet - deed record) to the northeast corner of the lands described in the deed to R. C. Strehlow, Sr., recorded October 7, 1930 in Book 2488 at Page 12, Official Records of Alameda County; thence along the easterly line of said lands South $2^{\circ} 54' 15''$ West, 316.63 feet (South 317.46 feet - deed record) to the southeast corner thereof; thence along the south line of said last mentioned lands and the south line of the lands of the Alameda Unified School District described in Volume 6985 at Page 365, Volume 7099 at Page 191, Volume 7106 at Page 463, and Volume 7204 at Page 539, Records of Alameda County, North $88^{\circ} 51' 24''$ West, 309.87 feet (West 295.02 feet - deed record) to the west line of said Lot 17; thence along the west line of Tideland Lots 17 and 32, South $1^{\circ} 03' 20''$ West, 1,147.27 feet (South, 1,145.76 feet - deed record) to the southwest corner of said Lot 32 and a point

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which bears North 63° 48' 58" West from the point of beginning; thence South 63° 48' 58" East, 2,921.38 feet (South 64° 51' East, 2,916.54 feet - deed record) to the point of beginning;

Containing 92.09 acres, more or less.

PARCEL 2

That portion of Tideland Lot 23, Section 11, and that portion of upland in Section 11, Township 2 South, Range 4 West, M.D. M., as said lot and section are shown on "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", filed in the office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), known as McKay Avenue, 60 feet wide, and particularly described as follows:

BEGINNING at a point in the southerly line of Central Avenue, distant thereon South 87° 09' 47" East, 301.00 feet from its intersection with the direct projection southerly of the center line of Sixth Street, 60 feet wide; THENCE FROM SAID POINT OF BEGINNING, continuing along the southerly line of said Central Avenue, South 87° 09' 47" East, 60.00 feet to the northwest corner of the lands described in the quitclaim deed from the United States of America to the Morrison Brothers Improvement Company recorded January 17, 1961, as Document #AS6759 in Reel 246, Image 960, Official Records of Alameda County, thence along the west line of aforementioned property, South 2° 50' 13" West, 597.04 feet to the southwest corner thereof, thence South 2° 50' 13" West, 410.74 feet to a point which bears South 87° 09' 47" East from a 2" x 2" hub with L. S. Tag 2794; thence North 87° 09' 47" West, 60.00 feet to the west line of McKay Avenue; thence along said west line, North 2° 50' 13" East, 822.78 feet; thence North 87° 09' 47" West, 17.00 feet; thence North 2° 50' 13" East, 51.00 feet; thence South 87° 09' 47" East, 17.00 feet; thence North 2° 50' 13" East, 134.00 feet to the point of beginning;

Containing 1.41 acres, more or less.

Bearings used in this description are Grid, based on the California State Coordinate System, Zone III.

SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

SUBJECT ALSO to all of the terms, conditions and covenants contained in the said deed dated the 15th day of August 1961, recorded on Reel 474, Image 203, Official Records of Alameda County, California, on the 14th day of December 1961.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules and regulations.

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TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Party of the Second Part, its successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By /s/ Fred H. Johnston
Fred H. Johnston
Chief, Real Property Division
Property Management & Disposal Service
General Services Administration
Region 9, San Francisco, California

STATE OF CALIFORNIA)
(ss:
City and County of San Francisco)

On this 21st day of April, 1969, before me, Sigrid E. Anderson, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared FRED H. JOHNSTON, known to me to be the Chief, Real Property Division, Property Management and Disposal Service, General Services Administration, Region 9, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

/s/ Sigrid E. Anderson
Sigrid E. Anderson
Notary Public
in and for the City and County of
San Francisco, State of California

My Commission Expires: March 3, 1973

*Recorded
May 20, 1969 @ 9:30 A.M.
on Reel 2405, Image 896
in the County Recorder's
Office, County of Alameda,
State of California*

U. S. Maritime Training Station
Alameda, California
C-Calif-603
(State of California)

Instrument made at NLR's Pacific Region (San Francisco)

CERTIFICATE OF RECORDATION

I, JACK G. BLUE, of the office
of the County Recorder of the County of Alameda,
State of California, did receive for recordation the
following instrument:

Corrected Quitclaim Deed dated April 9, 1969 between the
UNITED STATES OF AMERICA, Party of the First Part, and the STATE OF
CALIFORNIA, Party of the Second Part.

I further certify that the said document was recorded as
Document No. 69-56247, in Reel RE:2405 IM:896, at page 1,
of the Official Records of the said County, on the 20th day of
May, 19 69.

JACK G. BLUE

Recorder

By /s/ John Brucey

Deputy Recorder

(S E A L)

Return to:
General Services Administration
49 Fourth Street, Room 454
San Francisco, California 94103

Attention: Max M. Misenar
Regional Counsel

CONFORMED
COPY

CERTIFICATE OF ACCEPTANCE

The Department of Parks and Recreation, on behalf of the State of California, pursuant to Section 5005/5006 of the Public Resources Code, hereby accepts the conveyance from the United States of America dated April 9, 1969 and, in accordance with the provisions of Section 27281 of the Government Code, consents to the recordation thereof.

MAY 14 1969

(Date)

DEPARTMENT OF PARKS AND RECREATION

By

Ray B. Hunter

DEPUTY DIRECTOR

J
J

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RE: 474 IM:263

AS155806

RECORDED at REQUEST OF
Guardian Title Company
at 2:30 P. M.

U. S. Maritime Training Station
Alameda, California
C-Calif-603
(State of California)

DEC 14 1961

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

Thomas H. Simpson
COUNTY RECORDER

QUITCLAIM DEED

D.H.

THIS DEED made the 15th day of August, 1961, by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), the Surplus Property Act of 1944 (58 Stat. 765), as amended, more particularly by Public Law 616, 80th Congress, approved June 10, 1948, and the regulations and orders issued pursuant thereto, Party of the First Part, and the STATE OF CALIFORNIA, Party of the Second Part,

WITNESSETH:

The said Party of the First Part, for and in consideration of the continuous use and maintenance of the premises by the Party of the Second Part as and for a public park for public recreational purposes, and other good and valuable consideration, has remised, released and forever quitclaimed, and by those presents does remise, release and forever quitclaim, unto the Party of the Second Part, and to its successors and assigns, that certain real property situated in the County of Alameda, State of California, described as follows:

PARCEL I

That portion of Salt Marsh and Tide lands as said lands are shown on map prepared by order of the Board of Tideland Commissioners for San Francisco Bay approved November 27, 1871 and filed in the office of the Department of Finance, State Lands Commission (Formerly the office of the Surveyor General) entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California."

Said portion of said lands being comprised of Tideland Lots 25, 26, 27, parts of Lots 22 and 23 in Sec. 11, Lot 6 in Sec. 14, Lot 32 and part of Lot 17 in Sec. 10 all in T. 2 S., R. 4 W., M.D.M. lying within the following described boundaries.

BEGINNING at the S.E. corner of said Lot 6, on the Northerly boundary of Alameda Basin as per said map, from which the S.W. corner of Tract 1898, as said S.W. corner is shown on map entitled "South Shore Unit No. 2 May, 1958" and recorded in Book 38, records of Alameda County at pages 89 to 92, bears South 63° 48' 58" East 1066.20 feet. THENCE from said point of beginning along the East line of Lots 6, 27 and 22, North 01° 02' 18" East 1992.22 feet; thence leaving said line and following the line of an existing barbed wire and picket fence, North 88° 51' 29" West 130.26 feet; North 01° 10' 15" East 164.93 feet; North 44° 18' 41" West 21.77 feet; North 88° 09' 38" West 186.32 feet; North 01° 36' 56" East 62.42 feet to the Southeast corner of the lands described in that certain quitclaim deed from the United States of America to the Morrison Brothers Improvement Company recorded January 17, 1961 as document AS 6759 in Reel 246, at image 960, official records of said county.

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Thence leaving said fence line, along the Southerly line of said lands, North $87^{\circ} 09' 04''$ West 687.72 feet to the South-westerly corner thereof and the East line of McKay Avenue 60 feet wide; thence along said East line of McKay Avenue, South $02^{\circ} 50' 56''$, West 409.09 feet to the South line of Gardner Drive; thence along the South line of Gardner Drive North $87^{\circ} 09' 06''$ West 280.12 feet to the East line of Richardson Avenue; thence along the East line of Richardson Avenue, South $02^{\circ} 49' 16''$ West 132.88 feet to the North line of Tideland Lot 26; thence North $88^{\circ} 57' 42''$ West 662.94 feet to the S.E. Corner of Tideland Lot 17; thence North $01^{\circ} 02' 11''$ East along the East line of said Lot 17, a distance of 1026.55 feet to the N. E. corner of said Lot 17 on the ordinary high tide line of Alameda Basin; thence South $83^{\circ} 01' 22''$ West along the North line of said Lot 17 on the high tide line, 420.26 feet to the lands of Alameda Unified School District as said lands are described in Volume 7106 Page 463 and Volume 7204, Page 539 Official Records of said County; thence along said lands, South $02^{\circ} 54' 15''$ West 306.55 feet; North $88^{\circ} 51' 24''$ West 233.26 feet to the West line of Lot 17; thence along the West line of Lots 17 and 32, South $01^{\circ} 02' 18''$ West 1150.41 feet to the Northerly boundary of Alameda Basin; thence along said boundary, South $63^{\circ} 49' 00''$ East 2913.96 feet to the point of beginning.

PARCEL II (McKay Avenue)

That portion of Tideland Lot 23, Sec. 11 and that portion of upland in Sec. 11, T. 2 S., R. 4 W., M.D.M. Alameda County, California as said lot and section are shown on "Map No. 2 of Salta Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", filed in the office of the Department of Finance, State Lands Commission, known as McKay Avenue 60 feet wide, the boundaries of which being particularly described as follows:

COMMENCING at a point on the South line of said Lot 23, distant thereon, South $88^{\circ} 57' 42''$ East 662.94 feet from the S.W. corner of Lot 24; thence North $02^{\circ} 49' 16''$ East 132.88 feet; thence South $87^{\circ} 09' 06''$ East 220.12 feet to the West line of said McKay Avenue and the True Point of Beginning: THENCE from said True Point of Beginning along said West line, North $02^{\circ} 50' 56''$ East 817.20 feet; thence North $87^{\circ} 09' 04''$ West 17.00 feet; North $02^{\circ} 50' 56''$ East 51.00 feet; South $87^{\circ} 09' 04''$ East 17.00 feet; North $02^{\circ} 50' 56''$ East 140.30 feet to the South line of Central Avenue in the City of Alameda; thence South $87^{\circ} 09' 04''$ East along said Avenue a distance of 60.00 feet to the East line of McKay Avenue; thence South $02^{\circ} 50' 56''$ West along said East line a distance of 1008.50 feet; thence North $87^{\circ} 09' 06''$ West 60.00 feet to the True Point of Beginning.

RESERVING unto the grantor, a non-exclusive right to use for street purposes the herein above described Parcel 2. Also subject to the non-exclusive right to use for street purposes that portion of the herein above described parcel 2 granted to the Morrison Brothers Improvement Company by the aforementioned quitclaim deed. Bearings used in this description are based on the California Coordinate System for Zone III.

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Also reserving unto the grantor, the right to install, remove, replace, maintain and operate the sewer, water, gas, electrical and communications lines in, over and under said Parcel 2 as long as may be required to serve Government-owned property.

SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules and regulations.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Party of the Second Part, its successors and assigns, subject to the reservations, conditions and covenants herein contained.

The said Party of the Second Part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns forever, as follows:

1) For a period of twenty (20) years from the date of this conveyance, the premises above described shall be continuously used and maintained as and for a public park for recreational purposes, as set forth in Application for Priority and/or Transfer for Public Park, Public Recreational Area and/or Historical Monument, which application is dated October 11, 1960, and was submitted to Party of the First Part by the Party of the Second Part.

2) For a period of twenty (20) years from the date of this conveyance, the Party of the Second Part, its successors and assigns, shall file biennial reports with the Secretary of the Interior, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.

3) The Party of the Second Part will not sell, lease, or otherwise dispose of, any of the premises above described within twenty (20) years from the date of this conveyance, without first obtaining written authorization of the Secretary of the Interior to such sale, lease, or other disposal.

4) The Party of the Second part may, during the said twenty-year (20-year) period, secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as contained in paragraph 5 hereinafter set forth, by: (a) payment of the unamortized portion of the fifty percent (50%) public benefit allowance granted the party of the second part from the current market value of \$400,000.00; which amortization shall be at the rate of five percent (5%) for each completed twelve (12) months of operation in accordance with the terms of transfer; and (b) approval of the Administrator of General Services, or his successor in function.

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RE: 474 11:206

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5) The Party of the First Part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT that the Party of the First Part shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Party of the First Part shall pay a fair rental for the entire portion of the premises so used.

6) In the event of a breach of any condition or covenant herein imposed, the Secretary of the Interior may immediately enter and possess himself of title to the herein-conveyed premises for and on behalf of the United States of America.

7) In the event of a breach of any condition or covenant herein imposed, the Party of the Second Part will, upon demand by the Secretary of the Interior, take such action, including the prosecution of suit, or execute such instruments as may be necessary or required to evidence transfer of title to the herein-conveyed premises to the United States of America.

In the event there is a breach of any of the conditions and covenants herein contained by the Party of the Second Part, its successors and assigns, whether caused by the legal inability of said Party of the Second Part, its successors and assigns, to perform said conditions and covenants, or otherwise, during said twenty-year (20-year) period, all right, title and interest in and to the said premises shall revert to and become the property of the United States of America at its option, and it shall have the immediate right of entry upon said premises, and the Party of the Second Part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Party of the Second Part, its successors and assigns, with respect to such future performance shall continue in full force and effect:

PROVIDED FURTHER, that in the event the Secretary of the Interior fails to exercise the option to re-enter the premises for any such breach within twenty-one (21) years from the date hereof, all of

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RE: 474 W-207

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said conditions and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By

Fred H. Johnston
Fred H. Johnston
Chief, Real Property Division
Utilization and Disposal Service
General Services Administration
Region 9, San Francisco, California

STATE OF CALIFORNIA)

City and County of San Francisco)

ss:

On this 21st day of August, 1961, before me, Sigrid E. Anderson, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared FRED H. JOHNSTON, known to me to be the Chief, Real Property Division, Utilization and Disposal Service, General Services Administration, Region 9, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

(S E A L)

Seal
Affixed

Sigrid E. Anderson
Sigrid E. Anderson
Notary Public
in and for the City and County of
San Francisco, State of California

My Commission Expires: March 4, 1965

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RE: 474 IM:208

CERTIFICATE OF ACCEPTANCE

The Department of Natural Resources, on behalf of the State of California, pursuant to Section 5006 of the Public Resources Code, hereby accepts the conveyance from United States of America, acting by and through the Administrator of General Services to the State of California, dated August 15, 1961 and, in accordance with the provisions of Section 27281 of the Government Code, consents to the recordation thereof.

September 25, 1961
(Date)

DEPARTMENT OF NATURAL RESOURCES

By [Signature], Chief
Division of Administrative Services

The Department of Finance consents to, and approves, the acquisition of the real property hereinabove described.

NOV 27 1961

(Date)

DEPARTMENT OF FINANCE
Hale Champion
Director of Finance

By Robert L. Harkness
Robert L. Harkness, Deputy Director

[Signature]



GSA Pacific Rim Region

FEB 17 2010

Mr. Pat O'Brien
General Manager
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-0381

Dear Mr. O'Brien:

Thank you for your letter of February 4, 2010 regarding the sale of 3.99 acres at the Alameda Federal Center (AFC). In previous discussions with your staff, the East Bay Regional Park District (EBRPD) only expressed interest in acquiring the parcel via the public benefit conveyance (PBC) program at no cost. As we explain below, this is not possible for us, as we must recapture proceeds from this property to cover the funds we have expended.

As background on why the General Services Administration (GSA) has been preparing the subject property for public sale, the AFC was selected as a candidate under the GSA Relocation Program. This program allows GSA to fund tenant agency property improvements in an effort to free up unused portions of the property which can then be sold and the funds used for property improvements be recuperated. Consequently, we consolidated the USDA on the northern half of the property which required expending funds for construction, demolition and relocation. This project provided the USDA with a more optimal site for their operations. The southern portion must now be sold in order to at least recapture the funds used to subdivide the property. This was also explained in previous conversations with EBRPD staff and in GSA's February 24, 2009 letter to Congressman Pete Stark regarding your prior interest in our public benefit conveyance program.

With regard to McKay Avenue, the sale parcel has access for egress and ingress over McKay Avenue through an easement reserved in the Corrected Quitclaim Deed dated April 9, 1969. The easement over McKay Avenue is appurtenant to the sale parcel. It is not limited to GSA. Therefore, all future buyers will have full rights of access over McKay Avenue.

The Property will be sold "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the property is in condition or fit to be used for the purpose intended. After the sale, zoning and specific project concerns will be addressed by the local jurisdiction.

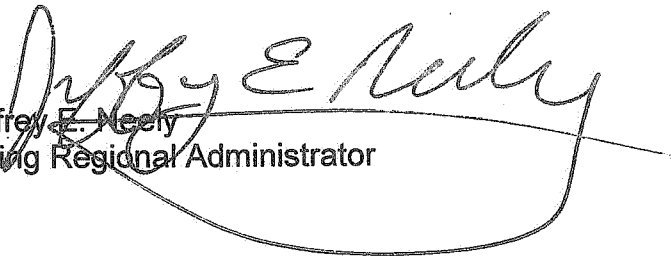
When GSA prepares to sell a property, we contract out for an independent appraiser to provide us with an estimated fair market value. The appraiser takes into consideration all the local zoning requirements and any ordinance constraints and factors these and any other applicable property and market conditions in providing GSA with a fair market value.

The majority of our properties are sold through on-line auction. This has proved to be an efficient, cost effective, and easy process for bidders and for the tax payer. However, as you requested, we are willing to delay the start of the auction until May 2010. This delay should give EBRBD time to obtain an appraisal and prepare to participate as a bidder in our online auction.

When GSA completes preparation of the Information for Bid (IFB) package, a copy of the IFB will be forwarded to your attention. The IFB contains detailed property information and how the on-line auction process works and is provided to all parties who are interested in bidding on the property.

If EBRPD requires further information, please contact Ms. Charlene Larson, at (415) 522-3438.

Sincerely,


Jeffrey E. Neely
Acting Regional Administrator